

REQUEST FOR PROPOSALS

FC-6605, SELF SERVICE BICYCLE RENTAL PROGRAM



Atlanta, Georgia

**James E. Shelby
Commissioner
Department of Planning & Community Development**

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement**



CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
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May 23, 2013

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a request for proposal for **FC-6605, Self Service Bicycle Rental Program**. The City of Atlanta (the "City") is soliciting proponents from qualified firms, to provide the operation and management of a self service bicycle rental program, including, without limitation, the provision of the fleet of bicycles, the permitting, construction and maintenance of the facilities from which the bicycles will be rented, the acquisition or permission for the use of the property for such rental facilities, including the possible permission for location of some facilities in the City's right of way.

A **Pre-proposal Conference** will be held on **Thursday, June 6, 2013, at 10:00 a.m.**, at 55 Trinity Avenue, Suite 1900, City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Planning and Community Development, Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-proponents Conference.

Proponents will be allowed to ask questions during the Pre-proposal Conference. However, please note that oral answers to questions during the Pre-proposal Conference are not authoritative. The last date to submit questions in writing is **Monday, June 10, 2013, at 3:00 p.m. EST**. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposal will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 1:59 p.m., Monday, June 24, 2013.**

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.****

Proponent will be publicly read at 2:00 p.m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

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The proposal document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$25.00 per package as of Thursday, May 23, 2013, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production cost; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Valerie Floyd, CPPB, Contracting Officer, at (404) 330-6517, or by email at vmfloyd@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6069.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proponent when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,



Adam L. Smith

ALS/vmf

Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (“**City**”), on behalf of its Department of Planning and Community Development (“DPCD”), seeks to procure the following services (“**Services**”): To provide the operation and management of a self service bicycle rental program, including, without limitation, the provision of the fleet of bicycles, the permitting, construction and maintenance of the facilities from which the bicycles will be rented, the acquisition or permission for the use of the property for such rental facilities, including the possible permission for location of some facilities in the City’s right of way. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Services attached to the Services Agreement (“Services Agreement”); Contract No. FC- 6605; Self Service Bicycle Rental Program, included in this RFP at Part 5.¹
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent team member (Service Provider Key Personnel) shall have a minimum of more than two (2) consecutive years experience within the last three (3) years in introducing and operating a Self Service Bicycle Rental Program. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
5. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 1:59 p.m., EST (as verified by the Bureau of National Standards) on **Monday, June 24, 2013**. Any Proposal received after this time will not be considered and will be rejected and returned.

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

6. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Thursday, June 6, 2013, at 10:00 A.M./P.M.**, at Atlanta City Hall, 55 Trinity Avenue, Suite 1900, Atlanta, GA 30303. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.
7. **Proposal Guarantee:**
 - 7.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the total Cost Proposal amount. At the option of the Proponent, the Proposal Guarantee may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B- Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
 - 7.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Valerie Floyd, CPPB, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail vmfloyd@atlantaga.gov, on or before **Monday, June 10, 2013**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/index.aspx?page=20> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 2**; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 5**; Proof of Insurance and Bonding Capacity. **A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it.** Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.
14. **Examination of Proposal Documents:**
 - 14.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

14.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

14.3 City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.

14.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this RFP at Part 4.

15. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.
16. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
17. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**FORM 9**), Set forth in Part 5; Appendix C; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume I of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**FORM 9**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**FORM 9**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**FORM 9**) precedes the Affidavit in Appendix C.

18. **Systematic Alien Verification of Entitlements (FORM 8):** The Systematic Alien Verification of Entitlements (S.A.V.E.) Form must be completed and submitted in Volume II of Proposal.
19. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the scope of services ("SOS") in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal (Form provided by City at **Part 5**; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement. In the event that the Proponent's Cost Proposal includes innovative methods to reduce or eliminate the costs to the City, it should be included in the Operations and Financial Plan.
2. **Informational Proposal:** An Informational Proposal is comprised of 2 sources of information:
 - 2.1. **Volume I**, information drafted and provided by a Proponent; and
 - 2.2. **Volume II**, information provided by a Proponent **on forms provided by the City (or required to be created by a Proponent)** in this RFP.

The Information Proposals must be tabbed as indicated to reflect the sections list in the below Outline.

3. **Information Required to Be Included in Informational Proposal:**
 - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. **Information Drafted And Provided By A Proponent:** This information should be included in a **Volume I** to a Proposal:
 - 3.1.1.1. Executive Summary;
 - 3.1.1.2. Organizational Structure;
 - 3.1.1.3. Resumes of Key Personnel;
 - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects (Form 7 should be included in this Section);
 - 3.1.1.5. Management Plan;
 - 3.1.1.6. Operations and Financial Plan; and
 - 3.1.1.7. Implementation Plan
 - 3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:

3.1.2.1. Forms attached to this RFP at Part 4 (Include them in Volume II of Proposal):

- 3.1.2.1.1. Form 1; Proponent Contact Directory;
- 3.1.2.1.2. Form 2; Proponent Financial Statements and Other Financial Information;
- 3.1.2.1.3. Form 3; Disclosure Form and Questionnaire;
- 3.1.2.1.4. Form 4; Acknowledgment of Insurance and Bonding Requirements;
- 3.1.2.1.5. Form 5; Proof of Insurance Coverage and Bonding Capacity;
- 3.1.2.1.6. Form 6; Acknowledgment of Addenda;
- 3.1.2.1.7. Form 7; List of Clients;
- 3.1.2.1.8. Form 8: Systematic Alien Verification of Entitlements (S.A.V.E.); and
- 3.1.2.1.9. Form 9; Illegal Immigration Reform and Enforcement Act Contractor Affidavit (to be completed by Proponent and submitted with Proposal)

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.1.2.2 Forms attached to Services Agreement attached to this RFP at Part 5:

- 3.1.2.2.1 Exhibit A.1-Cost Proposal (**This should be included in a separate sealed envelope and labeled Cost Proposal**);
- 3.1.2.2.2 Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;
- 3.1.2.2.3 Appendix C; Miscellaneous Forms; and
- 3.1.2.2.4 Illegal Immigration Reform and Enforcement Act Contractor Affidavit (**FORM 9**)
(**This completed form should be included in Volume II of your Proposal**).

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. Executive Summary (Tab in Volume I).

3.2.1.1. Cover Letter: The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

3.2.1.2. Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these

firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

3.2.2 Organizational Structure (Tab in Volume I).

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.2.2.1 providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.
- 3.2.2.2 providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 3.2.2.3 providing the names of proposed candidates for each function on the chart.

3.2.3 Key Personnel/Resumes (Tab in Volume I):

- 3.2.3.1 Identify and provide resumes for the individuals that the Team will use to fill the following positions:
 - 3.2.3.1.1 Program Director;
 - 3.2.3.1.2 Program Manager;
 - 3.2.3.1.3 Marketing Manager;
 - 3.2.3.1.4 Operations Manager;
 - 3.2.3.1.5 Customer Service Agent;
 - 3.2.3.1.6 IT Specialist;
 - 3.2.3.1.7 Technicians; and
 - 3.2.3.1.8 Mechanics, etc..
- 3.2.3.2 Resumes should be organized as follows:

- 3.2.3.2.1 Name and Title;
- 3.2.3.2.2 Professional Background;
- 3.2.3.2.3 Current and Past Relevant Employment;
- 3.2.3.2.4 Education;
- 3.2.3.2.5 Certifications;
- 3.2.3.2.6 List of (3) Relevant projects, including:
 - 3.2.3.2.6.1 Client Name;
 - 3.2.3.2.6.2 project description;
 - 3.2.3.2.6.3 role of the individual;
 - 3.2.3.2.6.4 project actual or expected completion date; and
- 3.2.3.2.7 Client List/Reference Contact.

3.2.3.3 For each Resume provided, each Proponent must provide a one letter of recommendation from clients for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:

- 3.2.3.3.1 the role the individual held in the project;
 - 3.2.3.3.2 the original contract schedule to start and complete the project;
 - 3.2.3.3.3 the actual start and completion dates of the project;
 - 3.2.3.3.4 whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and
 - 3.2.3.3.5 the quality of the facility's operation since the Client's acceptance at turnover.
- 3.2.3.4 Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.4 Overall Experience, Qualifications and Performance on Previous Projects. Proponents should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit A Scope of Services

3.2.5 Management Plan (Tabbed in Volume I). Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- 3.2.5.1 Proponent's approach to team leadership;

- 3.2.5.2 how the Proponent will:
 - 3.2.5.2.1 ensure proper communications among pertinent project team members;
 - 3.2.5.2.2 assure the City that each scope of Services will kept within any established time and budget constraints;
 - 3.2.5.2.3 establish and maintain the necessary cooperative relationships
 - 3.2.5.2.4 coordinate all necessary project activities within that team relationship;
 - 3.2.5.2.5 identify the tools that are intended to be used to manage these project elements;
- 3.2.5.3 Proponent's proposed method to:
 - 3.2.5.3.1 Identify and resolve issues during the project duration; and
- 3.2.5.4 Make critical decisions.

3.3 Cost Proposal. Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped "Original" and seven (7) copies in a separate envelope).**

4. Submission of Proposals:

- 4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: FC-6605; Self Service Bicycle Rental Program, and the name and address of the Proponent. All Proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

- 4.2. A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and seven (7) copies of its Cost Proposal with its Information Proposal.

5. Submittals: The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet²	Check (√)
	FORMS TO BE SUBMITTED INV VOLUME II WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Form 1; Proponent Contact Directory	
2.	Form 2; Proponent Financial Statements and Other Financial Information	
3.	Form 3; Disclosure Form and Questionnaire	
4.	Form 4; Acknowledgement of Insurance and Bonding Requirements	
5.	Form 5; Proof of Insurance Coverage and Bonding Capacity	
6.	Form 6; Acknowledgment of Addenda	
7.	Form 7; List of Clients	
8.	Form; S.A.V.E.	
9.	Miscellaneous; Documentation evidencing Proponent's authority to transact business in the State of Georgia	
	DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)	
2.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO/SBE Forms 1, 2, 3 and 4 (to be completed by Proponent and submitted with Proposal)³	
3.	Appendix D; Miscellaneous Forms	
4.	Form 9; Illegal Immigration Reform and Enforcement Act Contractor Affidavit (to be completed by Proponent and submitted with Proposal)	

² This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.

³ Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

Part 3: Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
10	Organization/Resumes of Key Personnel	
10	Consistency with Atlanta-Decatur Bike Share Feasibility Study	
10	Overall Experience, Qualifications and Performance on Previous Similar Projects	
10	Operations	
10	Implementation Plan	
15	OCC Programs	
5	Financial Capability	
30	Cost Proposal	
100%	TOTAL SCORE	

Part 4; Submittal Forms

FORM 1
PROPOSER CONTACT DIRECTORY⁴

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

⁴ The purpose of the Proposer Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proposer. This Proposer Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proposer Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

FORM 25: Proponent Financial Statements and Other Financial Information

Note: If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, completing separate Forms 2 to be included in the RFP.

ALL FIGURES IN U.S. DOLLARS (US\$)

1. Summary of assets and liabilities on basis of the audited financial statement of the last three financial years.

Standard currency of Company's Financial Statement:

The exchange rate used: = US \$.....

	<u>Year</u> (million)	<u>Year</u> (million)	<u>Year</u> (million)
Current Assets	US\$.....	US\$.....	US\$.....
Current Liabilities	US\$.....	US\$.....	US\$.....
Working Capital	US\$.....	US\$.....	US\$.....
Total Assets	US\$.....	US\$.....	US\$.....
Total Liabilities	US\$.....	US\$.....	US\$.....
Net-Worth	US\$.....	US\$.....	US\$.....

The above figures are to be prepared and attested to by a Certified Public Accountant

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2. Total value of the balance of work in hand:

US \$.....

3. Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

Name of Bank, Address, Telephone and Fax numbers

Amount
(US\$)

⁵ Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

.....
.....
.....
.....
.....
Total

4. Amounts of manufacturing and/or construction work for the last five years.

Year ____ (million)	Year ____ (million)	Year ____ (million)	Year ____ (million)	Year ____ (million)
US\$.....	US\$.....	US\$.....	US\$.....	US\$.....

5. (a) Please attach copies of the Company's most recent (3) three-years audited financial statements certified by a Certified Public Accountant, licensed accountant and other financial data which you consider to be useful. Proponents should demonstrate financial capability by providing the following documentation for each member of the proponent's team:

Annual reports and financial statements including income statements, balance sheets, and changes in financial position.

The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

Providing banking or other institutional lenders references, and provide any other information that the Proponent may deem appropriate to reflect its financial capability.

(b) Please attach the statement from the banks confirming the Company's credit lines available for the Project.

(c) Proponents are required to submit hard copies of all of the above financial conditions.

Form 3: Disclosure Form and Questionnaire

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal submission and included as a part of the Proposal.

For the purposes of this disclosure form:

1. "Proponent" means, and disclosure is required for, each Proponent and its constituent members, firms, partners, joint venturers and first-tier subconsultants.
2. "affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.
3. "control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

The following information must be provided:

1. Please provide the names and business addresses of Proponent and each of Proponent's officers, directors, affiliates and other employees, agents or representatives for this project: FC-6605; _____. Describe accurately, fully and completely their respective relationships with the Proponent, including their ownership interests and their anticipated role in the management and operations of the Proponent.
2. Please describe the general development of the Proponent's business during the past ten (10) years, or such shorter period of time that the Proponent has been in business.
3. List any lawsuits, administrative actions or litigation to which Proponent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.
4. Provide details if Proponent has been charged with a criminal offense within the last ten (10) years.

5. Describe any citation or notices of violation which Proponent received from any government agency in connection with any of Proponent's work during the past ten (10) years. Include OSHA violations, except for de minimus dollar amounts.
6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
 - (a) Whether Proponent, or affiliate currently or previously associated with Proponent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
 - (b) Whether Proponent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent from engaging in any type of business practice; and
 - (c) Whether Proponent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent which directly arose from activities conducted by Proponent which submitted a bid or proposal for the subject project.
7. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with the City; (ii) directly or indirectly has received revenues from the City or (iii) directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.
8. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

NOTE: In addition to providing detailed narrative answers to the questions posed in this disclosure form and questionnaire Proponent may attach any other documents that may provide information responsive to the subjects in this disclosure form and questionnaire.

Under penalty of perjury, I declare that I have examined this disclosure form and questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Date: _____

Corporate Proponent:
[Insert Corporate Name]

By: _____

Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Form 4; Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Proponent, acknowledge that if selected as the successful Proponent for **FC- 6605; Self Service Bicycle Program**, Proponent shall comply completely and promptly with all insurance and bonding requirements contained in the Form of Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance and bonding contained in the Form of Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Date: _____

Corporate Proponent:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)
My Commission Expires: _____

Form 5; Proof of Insurance Coverage and Bonding Capacity

PROJECT; FC- 6605; Self Service Bicycle Rental Program

INSURANCE COVERAGE AND BONDING CAPACITY

CITY OF ATLANTA, GEORGIA

Proponent shall provide the City with satisfactory evidence of the Proponent's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to the City and licensed by the Insurance Commissioner of the State of Georgia to transact Surety business in the State of Georgia. Proponent shall submit this form with its Proposal.

SURETY:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME AND PHONE: _____

BONDING CAPACITY IS: _____

INSURER:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME AND PHONE: _____

Proponent is required to submit a letter from the Company providing insurance and bonds for this project certifying that the Company will provide insurance and bonds in accordance with the terms set forth in Appendix B.

Date: _____

Corporate Proponent:
[Insert Corporate Name]

By: _____

Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Form 6; Acknowledgment of Addenda

Acknowledgement of Addenda

Bidders/Proponents must sign below and return this form with Bids/Proposals to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC- 6605: Self Service Bicycle Rental Program.**

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

Form 7: List of Clients⁶

Proponents should provide a list of at least three (3) clients as references using the following format:

1. Client: Name
 Address
 City, State, Zip
 Phone
 Fax

Project: Conference Management Services

Contact Person: Mr. John Doe
 (404) 555-5555

Date(s) of Project: August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role: Responsible for etc.

Completion Status:

2. (Next Client)

⁶ Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form meets the informational requirements of this form.



**CITY OF ATLANTA AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT
SUBMITTED TO THE DEPARTMENT OF PROCUREMENT**

**SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (S.A.V.E.), FORM 8
O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

NOTARY PUBLIC

APPENDIX C: Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit (Form 9) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with proposal/bid package.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Form 9; Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)) and _____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC

Part 5: Services Agreement

The services agreement shall be substantially in the form as attached herein, but it may be changed to reflect the negotiations between the City and the Proponent to whom the Award is made.

SERVICES AGREEMENT; CONTRACT NO. FC- 6605

This Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name: Self Service Bicycle Rental Program	Contract No. FC- 6605
Service Provider	City of Atlanta
Name:	Using Agency: Department of Planning and Community Development
Address:	Address: 55 Trinity Avenue Atlanta, Ga. 30303
Phone:	Phone: 404-330-6145
Fax:	Fax:
Authorized Representative:	Authorized Representative: Joshua Mello

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$_____ ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be 5 years. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for [5] additional one year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

3. If such legislation is enacted, within ____ days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of

this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

4. Interpretation.

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

5. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments,

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored

by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections

and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent

such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF

FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the

termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may

withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Mayor

Municipal Clerk (Seal)

Approved:

[Using Agency]

Chief Procurement Officer

Approved as to form:

City Attorney

Service Provider:

[Insert Service provider]

By: _____

Signature: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

EXHIBIT A

SERVICES AND ADDITIONAL COMPENSATION TERMS

Scope of Services

Self-service Bicycle Rental Program for the City of Atlanta

Introduction/Background:

The City of Atlanta intends to enter into a contract for the delivery and operation of a self-service bicycle rental program with a fleet of bicycles for public use, which will be fully or partially located within the City of Atlanta right-of-way. The selected Proponent will be required to implement a program, which should enable the public to self-rent bicycles from any of several bicycle rental stations and return them to another. Services shall be provided by the selected Proponent on a 24-hour, 365-day-a-year (full time) basis with sufficient personnel to successfully operate the program.

The City of Atlanta's goals and objectives are to promote a vision to make bicycling an integral part of daily life for Atlanta residents, workers and visitors. This program is to be accessible to the maximum number of people in the most cost-efficient manner to increase bicycle and decrease local motor vehicle use.

Self-service bicycle rental programs provide a convenience for residents, workers and visitors, since bicycles are available on an as-needed basis, tune-ups and storage are not necessary, and bicycle rental stations are provided in strategic locations. Benefits to cities include reduced motor vehicle congestion, improved air quality, quieter and more livable streets, and the opportunity for citizens to improve their health through exercise. It is anticipated that the self-service bicycle rental program would also be integrated with other alternative modes of transportation, such as transit and car-sharing programs, and may promote walking, since users can easily switch between these different modes. A self-service bicycle rental program will contribute to the City of Atlanta's effort to promote multi-modal transportation options, which will help to facilitate mobility throughout Atlanta. One of the features that help to ensure ease of use and to facilitate payments is a computerized reservation and credit card acceptance system.

In December 2012, the Atlanta Bicycle Coalition, in cooperation with the City of Atlanta, completed the *Atlanta-Decatur Bike Share Feasibility Study*. This study, funded by the Atlanta Falcons Youth Foundation, found that a self-service bicycle rental program is feasible within certain areas of the City of Atlanta. This study is available for review at: <http://www.atlantabike.org/bikesharestudy>. The *Atlanta-Decatur Bike Share Feasibility Study* should be considered a part of the scope of services and consistency with the recommendations specific to the City of Atlanta contained therein, including equitable geographic distribution of bicycle rental stations and bicycles within the recommended service area will be a part of the evaluation process.

Scope of Work/Services:

Proposals are required to outline the details of the introduction and continued operation of a self-service bicycle rental program with at least 500 bicycles throughout the full duration of the term of contract. Proposals must also address the following points:

1. Implementation Plan, which should describe in detail the following:
 - a) Description of proprietary technologies to manage the program
 - b) Description of the type and size of any proposed advertising, in addition to, projected revenues/costs related to each operating scenario*
 - c) Information on how residents and visitors can register for this program

- d) Plans detailing the number, configuration and size of installations, illustrating how public space is proposed to be optimized and how the use of private property will increase accessibility.
- e) Map showing general locations of proposed bicycle rental stations (nearest street, block and cross-street should be identified for each location)
- f) Procedures for renting and returning bicycles**
- g) Procedures to ensure availability of bicycles for rental at all bicycle rental stations
- h) Procedures to provide user information in English, French and Spanish, as well as the possibility of other languages
- i) Procedures to track user and program data
- j) Specifications for the proposed bicycle rental stations***
- k) Specifications for the proposed bicycles, safety of the bicycles, and condition of bicycles****
- l) Procedures which indicate how the proponent plans to obtain permission to locate their stations on both public and private property

2. The proposed management structure for the program:

- a) Hours of operation and types of customer service
- b) Strategies to prevent damage to bicycles and rental stations

3. The capacity of the Proponent to introduce and operate the program throughout the full duration of the term of contract, including the Proponent's past experience in introducing and operating a program with a similar scope and impact

4. A timeline for the implementation of the program

5. Funding sources for the introduction and continued operation of the program:

- a) Description of a fee structure
- b) Cost-benefit analysis of City of Atlanta right-of-way occupancy

6. Maintenance, safety and security plans for the program:

- a) Procedures for bicycle maintenance and repair*****
- b) Procedures for bicycle monitoring and loss prevention
- c) Procedures for distributing bicycle helmets to users who are interested

7. Estimate(s) of the total economic impact of the program to the City of Atlanta, including increases in employment, property tax revenue, sales tax revenue and any other cumulative and/or indirect economic benefits to the City of Atlanta.

** Proponents shall submit detailed operating scenarios with and without the following revenue sources, as some or all may not be permitted by the City of Atlanta:*

- Advertising on the bicycles
- Advertising on the bicycle rental stations within the City of Atlanta right-of-way
- Advertising on the bicycle rental stations outside the City of Atlanta right-of-way
- Advertising on maps made available at the bicycle rental stations
- Sponsorship opportunities

*** The selected Proponent shall make its rental rates easily available for public review, for example, by posting legible displays and providing information pamphlets, as well as, maintaining a website.*

**** Bicycle rental station designs should be modular, allowing for easy adjustment of capacity in response to changing demand. Bicycle rental stations should also include local maps directing users to popular bicycling routes.*

***** Program bicycles must include the following items:*

- Self-generating head and tail lights per Official Code of Georgia Annotated

- *At least seven different gears/speeds*
- *Fenders*
- *Chain guards*
- *Baskets or racks with appropriate carrying capacity*

***** *The rental bicycles must be maintained in good working order. The Proponent must include a maintenance schedule that will reduce the risk of renting potentially unsafe bicycles.*

Term of Contract:

The term of the Contract resulting from this RFP shall be for an initial term of five years, with a five year renewal option, to be exercised at the City of Atlanta's sole discretion.

Minimum Requirements/Qualifications:

- The Proponent must have a verifiable proven record of introducing and operating multiple self-service bicycle rental programs and must have more than two consecutive years of experience operating such a program.
- The Proponent must provide evidence of sufficient financial stability to introduce and operate a self-service bicycle rental program throughout the full duration of the term of contract.
- The Proponent must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to introduce and operate a self-service bicycle rental program during variable periods of demand, including multiple major events and any unforeseeable circumstances.

Operations and Financial Plan:

The selected Proponent shall be responsible for all expenses related to this program, including, but not limited to:

- Installation of the bicycle rental stations and all related equipment
- Building Permit and Right-of-way Permit fees for installation bicycle rental stations, including annual fee for inspections of locations subject to Right-of-way Permits
- Costs to procure and use private property for bicycle rental stations
- Any other fees or taxes required to operate a self-service bicycle rental program within the City of Atlanta and the State of Georgia
- Temporary relocation of bicycle rental stations required to complete City of Atlanta-sponsored projects within the right-of-way or work by utility companies
- Daily operations, including moving bicycles from one bicycle rental station to another to maintain balance
- Routine maintenance, repair, and replacement of all self-service bicycle rental program equipment

- Overall program management and administration, including staffing, collection of fees, accounting, and user contact
- Insurance
- Promotion, including establishing, maintaining, and upgrading websites and smart phone applications
- Software development, upgrades, and maintenance
- Ongoing evaluation, with monthly and annual reports submitted to the Commissioner of Planning & Community Development and Commissioner of Public Works or their designees

Proposals should include a detailed Operations and Financial Plan for each operating scenario for the five-year term of contract including:

A business plan providing details on any proposed cost/revenue-sharing with the City of Atlanta.

- If applicable, a preliminary capital pro forma showing the detailed sources and uses as to the status of securing those funds should be included, and inclusion of a conditional financing commitment is strongly encouraged. Proponent MUST clearly indicate any public assistance to be requested.
- A preliminary five-year operating pro forma including assumptions underlying the income and expense projections clearly indicating the sources and amounts of revenues. The Proponent must show the Cash-on-Cash Return and Internal Rate of Return and describe proposed distribution or utilization of net operating income.
- Proponents are encouraged to suggest other creative revenue sources to improve the financial stability of this program. Potential funding/revenue sources for the program are:
 - a) Users fees
 - b) Sponsorships and co-branding
 - c) Commercial and institutional property owners
 - d) Savings from the use of renewable energy sources for the operation of the program
 - e) Public funding, grants, or subsidies

Work Performed by the City:

The Department of Public Works – Office of Transportation will meet with the successful Proponent and provide any useful or necessary information as requested. The Transportation Division of the Department of Planning & Community Development – Office of Planning will oversee the work and provide primary support as needed for the locating of bicycle rental stations. The City of Atlanta also will assist in obtaining permits and licenses required to introduce and operate the program.

Deliverables and Schedule:

Deliverables shall be considered those tangible resulting work products to be delivered to the Commissioner of Planning & Community Development and Commissioner of Public Works or their designees. Deliverables and schedule for this project shall include, but are not limited to:

- Detailed implementation schedule (to be submitted within one month of signed contract)

- Monthly reports that include:
 - a) Hours of bicycle usage
 - b) Number of active users
 - c) Number of new users registered
 - d) Summary of voluntary demographic data from users, to include age, gender, household income, race, ZIP code of residence, ZIP code of work/school, etc.
 - e) Number of accounts canceled
 - f) Descriptive statistics on frequency of usage per user
 - g) Number of departures and arrivals for each kiosk
 - h) User revenue collected
 - i) Advertising revenue collected
 - j) Theft report
 - k) Damage report
 - l) Fleet condition
 - m) Kiosk and information board maintenance
 - n) Detailed report on net revenue or cost
- public presentations to the appropriate City Council committee as required

Proposal Format:

Proposals must contain the following documents, each fully completed. If any items are omitted, the Proponent may be deemed non-responsive.

1. Table of Contents: outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
2. Proposal Points to Address: proponent must respond to all minimum requirements listed below. Proposals that do not contain such documentation may be deemed non-responsive.
 - a) Introduction Letter: letter outlining the proponent's professional specialization: provide past experience to support the qualifications of the Proponent. Proponents shall submit documents that provide evidence as to the capability to provide and implement the services as outlined in this RFP.
 - b) Ability: documentation that demonstrates Proponent's ability to satisfy all of the requirements in this RFP.
 - c) References: list of at least three client references, to include contact name, title, company, address, telephone number, e-mail address, and fax number and a description of the work completed by Proponent for reference.
 - d) Qualifications: detailed summary of the qualifications of Proponent; outline in detail the experience and qualifications of the business and individual members of the Proponent entity and experience of Proponent and/or Proponent members in providing similar programs as the one proposed.
 - e) Organizational Chart: organizational chart of all personnel and consultants to be used on this project/program and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this program.
 - f) Methodology: detailed description of the Proponent's methodology and approach for development, operation, and maintenance of the program
 - g) Business Plan: detailed operation, marketing and sales promotion plan for managing and operating the program, and examples of detailed business plans Proponent has developed and utilized in similar programs.

3. Cost or Revenue to the City of Atlanta: detailed cost/revenue-sharing scenarios. This includes scenarios with and without advertising on the bicycles and/or the bicycle rental stations.
4. Acknowledgment of Addenda, if required by Addenda.
5. Any other documents required by this RFP.

Evaluation Process:

The criteria for Proponent evaluation and selection is as follows:

- Financial cost or benefit to the City of Atlanta over the five-year term of contract (5 points)
- Proponent's experience and qualifications in introducing and operating similar self-service bicycle rental programs and strength of business plan (10 points)
- Sustainability of Operations and Financial Plan over the five-year term of contract (10 points)
- Consistency with the recommendations specific to the City of Atlanta contained within the *Atlanta-Decatur Bike Share Feasibility Study*, including equitable geographic distribution of bicycle rental stations and bicycles within the recommended service area (10 points)
- Ease of use and visibility of the self-service bicycle rental program based on the Implementation Plan (10 points)



Atlanta-Decatur Bike Share Feasibility Study

Executive Summary



January 2013

Atlanta Bicycle Coalition

Acknowledgements

Atlanta Bicycle Coalition

Rebecca Serna, Executive Director

Financial Support Provided By:

Grant from Atlanta Falcons Youth Foundation

Support from City of Decatur

Advisory Committee

City of Atlanta

Joshuah Mello, AICP, Assistant Director of Transportation -
Planning

City of Decatur

Amanda Thompson, Planning Director

Atlanta Regional Commission

Byron Rushing, Bicycle and Pedestrian Planner

Consultants

 **Robert and Company**

Brad Davis, AICP, CNU-A, Project Manager

Osman Ercin, AICP, Senior Planner

 **metro bike**

Paul DeMaio, Founder

Linda DuPriest, AICP

Dear Friends:

When I first heard of "3rd generation" bike share programs, with highly visible, automated kiosks powered by solar energy providing bicycles for short trips in cities around the world, I was immediately intrigued. But at the time, back in 2007, most people didn't think Atlanta was ready for bike share.

We'd seen, in Decatur, a short-lived program called Yellow Bikes that was associated with the concept and generally considered less than successful as a bike share program (though as a bike distribution program, it clearly served its purpose). We had few and disconnected bike lanes, paltry bike commuting numbers, and a widespread belief that we were too much of a car-dominated city and region for biking to ever really take off.

Today, five years later, I'm pleased to say that is changing. City planners and elected officials are acknowledging both the needs of existing cyclists - our numbers grew dramatically over the last decade - and the desirability of attracting more people to cycling. The BeltLine is transforming the way people think about getting around, making cycling convenient, safe, and attractive to area residents and visitors. Businesses are seeing the value bicycle infrastructure adds to their bottom line and community relationships. And citizens are taking to the bike in ever-growing numbers.

The City of Atlanta opened not one, but two bicycle projects in October 2012 - a small scale but large impact bike lane connection in Midtown, and the BeltLine Eastside Trail, which opened to immediate popularity and much fanfare. Atlanta is home to two Bicycle Friendly Universities (Georgia Institute of Technology and Emory University), and the City of Decatur was named a bronze-level Bicycle Friendly Community by the League of American Bicyclists. From the presence of a bike share start up on the campus of Georgia Tech and early inroads into bike sharing on the Emory campus, to the location of an international bike share company US headquarters in Atlanta, to the phone calls and emails we get from local entrepreneurs wanting to invest, all signs indicate strong interest in bike share.

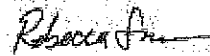
For all of these reasons and more, I think we're ready for bike share now.

This report, funded by a grant from the Atlanta Falcons Youth Foundation, illustrates the how, when, why, and where of the prospects for bike sharing programs in the cities of Atlanta and Decatur. It will be presented to city and community leaders, cyclists, businesses, and the public to raise awareness of what bike sharing could mean for the city.

Paired with robust investments in much-needed bicycle infrastructure, bike sharing will help the city achieve goals in the arenas of sustainability, economic development and tourism, active transportation mode share, and talent retention.

It will increase demand for bike facilities, especially the newer designs that provide greater separation from traffic such as cycle tracks, spurring huge increases in biking for transportation in other U.S. cities after decades of success in Europe.

At this point it's not a question of if, but when, the Atlanta region will invest in this dynamic concept. Cities around the world, and increasingly, the United States, are not waiting for us.



Rebecca Serna
Executive Director, Atlanta Bicycle Coalition

Executive Summary

Is bike sharing feasible in Atlanta and Decatur?

Bike share is a proven technology and form of public transit that is successful in cities around the US and the world. Cities are looking for innovative transportation solutions that meet the needs of a 21st century economy, and bike share is one of these solutions.

Mobility, affordability, community health, environmental impacts, convenience and safety are all elements by which today's transportation systems are measured. Bike share addresses all of these by providing a cost-effective, convenient and healthy mode of transportation.

The goal of this study was to use best practices and experiences from peer cities to examine how and where a bike share system could operate in the cities of Atlanta and Decatur.

Questions that were addressed as part of this study include:

- What are the existing conditions and context for cycling in Atlanta and Decatur?
- Where in Atlanta and Decatur would a bike share system be most successful given the demographics, development patterns and existing infrastructure?
- What is a feasible size and service area for a bike sharing system in Atlanta and Decatur?
- How can bike sharing be funded and operated in Atlanta and Decatur?
- What policies or regulations need to be changed or adopted to support bike sharing?

Performance Summary

From the community suitability analysis conducted for this study, three service areas are identified for phase 1 implementation. These three areas include Buckhead, Downtown Decatur and the Atlanta Core, which includes Midtown, Downtown, West End and the adjacent neighborhoods.

Combined, these three service areas cover 14.1 square miles, or 15% of the area of Atlanta and Decatur. 1 in 4 residents 18-64 years old of Atlanta and Decatur live within these service areas and 1 in 2 employees work there. These numbers show that the proposed phase 1 service area would provide access to a bike share system to approximately 25% of residents age 18-64 and 50% of workers.

Additionally, these numbers do not include the people who live or work outside these areas but still visit for work, leisure or other activities. Combine these potential users with the millions of visitors and tourists who visit Atlanta and Decatur every year, and bike share could easily meet the transportation needs of a wide range of people.

The suitability and demand analysis estimates these three service areas can support 570 bikes and 57 stations. These system metrics would make Atlanta and Decatur's system equal, in terms of system density, to systems in the Washington D.C. region and Minneapolis-St. Paul, which have two of the largest and most successful systems in the U.S.

3

proposed Phase 1 Service Areas

1 in 4

residents 18-64 in Atlanta and Decatur live within the Phase 1 Service Areas

57

proposed number of stations

1 in 2

employees in Atlanta and Decatur work within the Phase 1 Service Areas

\$6.0 - \$12.9

estimated cost, in millions, for the proposed system size over six years.

570

proposed number of bikes

14.1

area, in square miles, of Phase 1 Service Areas



It is worth noting that the proposed system for Atlanta and Decatur has a smaller geographic coverage area than peer city systems in the Washington D.C. region and Minneapolis-St. Paul. This condition is largely the result of development patterns and population and destination density. Compared to other cities with successful bike share at the scale being proposed, Atlanta and Decatur have lower population and destination densities.

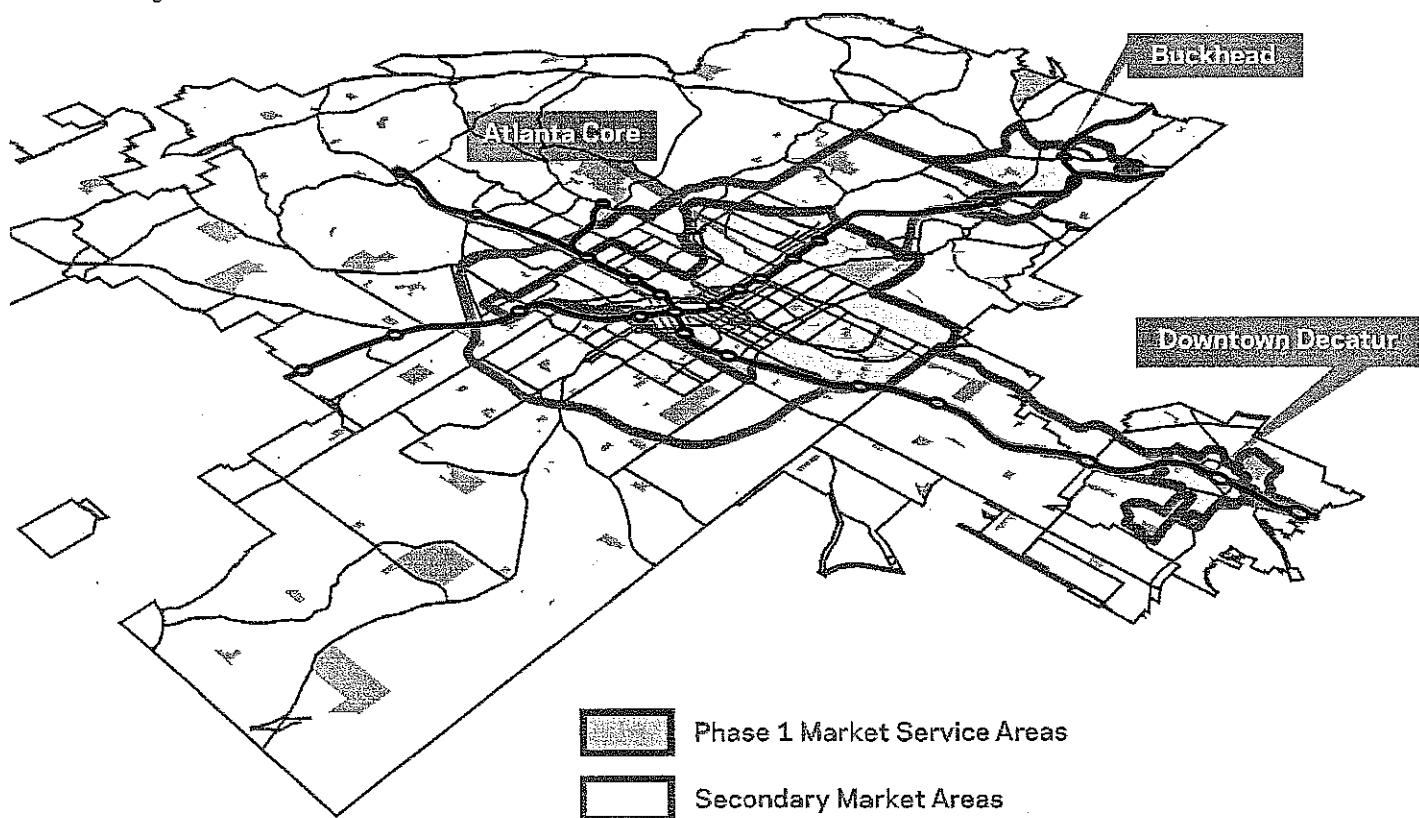
This being said, Atlanta and Decatur have adopted policies and have proposed projects that support the community design and density that makes bike share successful. That is why the Secondary Market Areas are identified. These areas, such as the areas along the Atlanta BeltLine's southern and western sections, are envisioned to have walkable, mixed use development served by existing and future transit. This type of environment is ideal for bike share and bike share system expansion and growth can occur in tandem with these areas as they redevelop.

A financial analysis of the proposed system metrics was also completed to develop initial cost estimates. The question asked was, 'How much would a system of this size cost to build and operate?' Additionally, the analysis was calculated with two bike share models. One model was a fixed station system, similar to Capital Bikeshare in the Washington D.C. region. The other model was a flexible station model, similar to viaCycle at Georgia Tech.

The analysis estimates that capital and operational costs for the proposed system size ranges from \$6.0 to \$12.9 million over a six-year period. For comparison, these figures are approximately equal to double the cost of one bus route over six years, which costs approximately \$6.1 million.

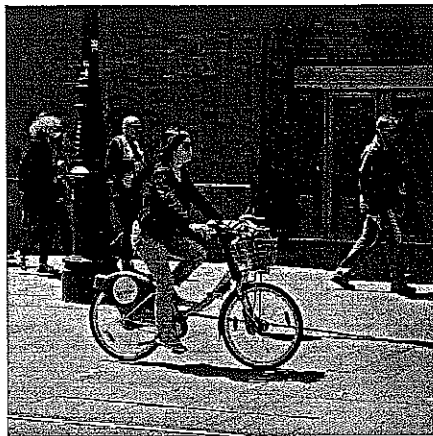
To finance a system of this size, capital and investment revenue will need to be secured. User-generated fees are not enough to cover the full cost of the system. Grants, sponsorship and other investment strategies can help fill this gap.

Addressing these requirements and other components of bike share are discussed in greater detail throughout the rest of the report. Other cities have proven that bike share is feasible and this study shows it can work in Atlanta and Decatur. It is up to the community to decide if bike share is right for Atlanta and Decatur and, if so, how to make it a reality.



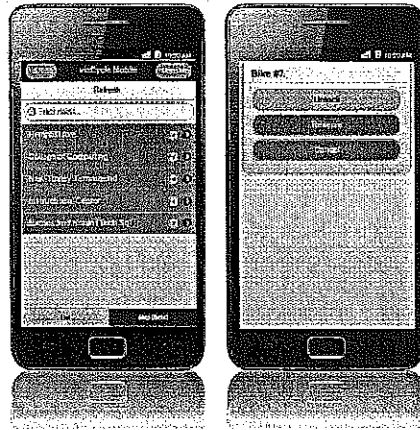
Bike share is...

Bike sharing is as dynamic as the city it serves. With stations and bikes distributed around the city, users can conveniently access where they want to go when they want to go.



...a transit option.

Bike share is two-wheeled public transportation. It also compliments traditional public transportation service. Bike share helps transit riders cover what is often referred to as the "first and last mile" of a transit trip. Rather than walking the last several blocks to or from a transit station or bus stop, bike share users can cover the equivalent distance in half the time it takes to walk, a convenience that reduces travel time for transit riders.



...innovative technology.

The Internet and mobile technology make bike share possible. Bikes, stations and the web technology that makes bike share work provide users with convenient and real time access to the system. The technology also allows users, operators and owners access to real time information and performance data about the system.

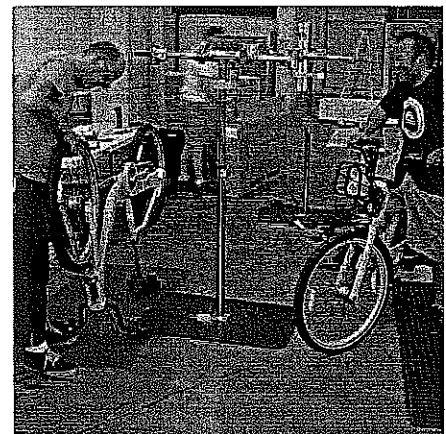
...bike parking infrastructure.

A bike share system gives people the convenience of not having to own a bike or have a place to lock it up at the beginning or end of a trip. Those needs are built in to the system.



...a catalyst.

Cities that have implemented bike share can attest to its transformative effect. Suddenly, everyone is a potential cyclist in the city. It changes people's perspectives about cycling and how they get to destinations. It also creates demand for better cycling conditions and infrastructure.



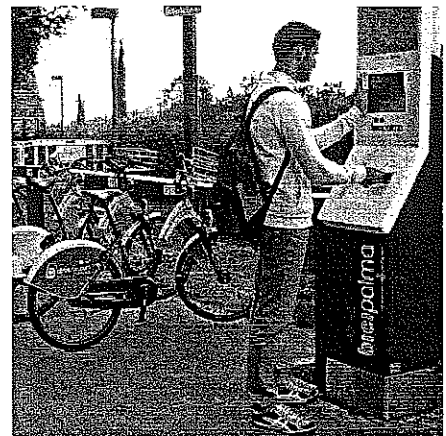
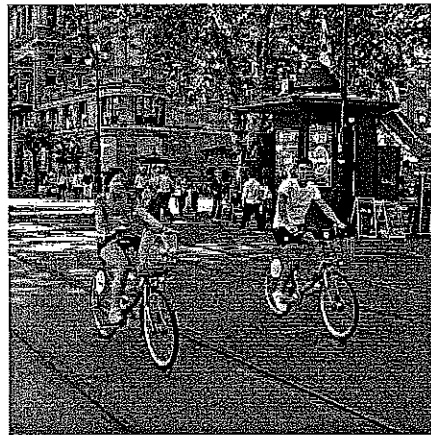
...a source of green jobs.

Bikes use people power, rather than greenhouse gas emitting fuel, to operate. Plus, they get people active while getting from point A to point B. Combine this with the fact that bike share systems need people to operate and maintain the system, such as bicycle mechanics, and you have a transportation system that offers green job opportunities for the community.



...a positive city image.

The image of a 21st century city is one that is active, vibrant, accessible and social. Bike share supports these goals by providing a healthy and convenient transportation option.



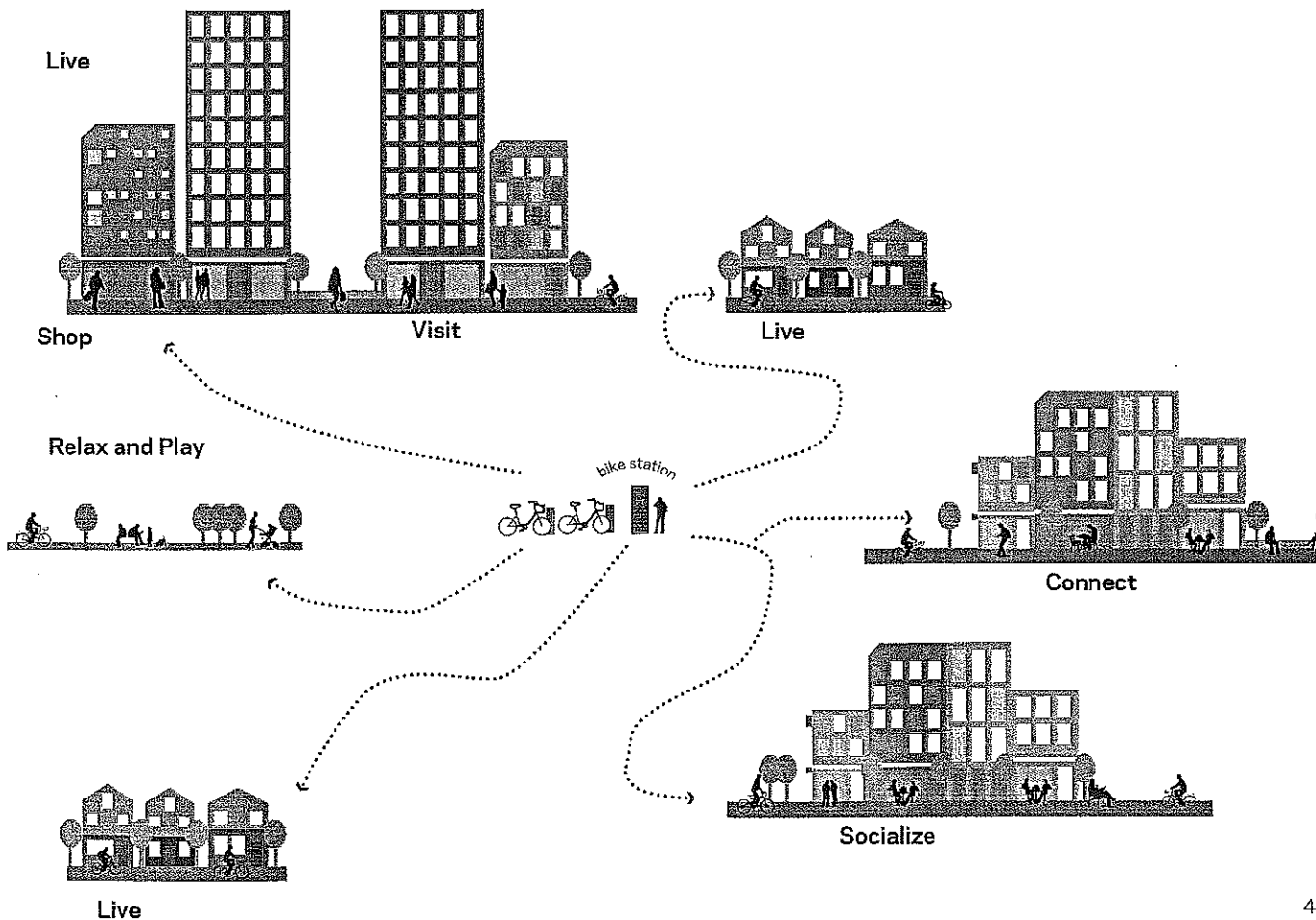
...a connector.

Bike share is a flexible form of public transportation. Rather than have to wait for a train or bus that follows a fixed route, bike share users can customize their route and destination based on where they want to go.

...affordable.

For the cost of one to two tanks of gas or one monthly MARTA pass, someone can have a yearly membership to bike share. Plus, daily passes for visitors or tourists are comparable to MARTA daily passes. Bike share can be a cost-effective alternative to renting a car, taking a taxi or having to pay to park.

Work



Proposed System Metrics

To provide more detail about the proposed bike share service for the cities of Atlanta and Decatur, the three tables on this page have been included. The table at right provides information about a bike share service that covers both cities. The tables below include information for the phase 1 service areas unique to each city. The tables include information describing the proposed system performance metrics, demographics and estimated costs. Additionally, the map on the following page shows the three service areas proposed for phase 1 implementation.

Atlanta and Decatur by the Numbers

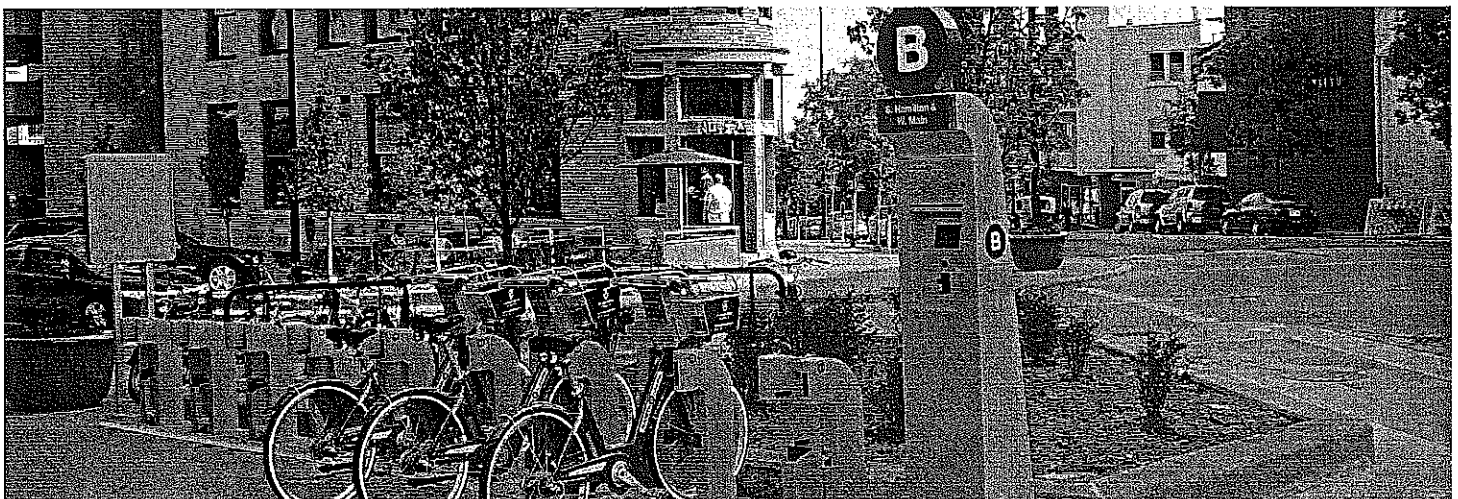
Phase 1 Service Areas - Buckhead+Atlanta Core + Downtown Decatur	
Service Area Population 18-64	88,958
% of Atlanta and Decatur Residents 18-64	28.8%
Service Area Employees	223,855
% of Atlanta and Decatur Employees	46.9%
Service Area	14.1 sq mi
Bikes	570
Stations	57
Station Density	4 per sq mi
Estimated Costs Over Six Years	
Estimated Capital Costs	\$1.7 - \$3.7 million
Estimated Operations Costs	\$4.3 - \$9.2 million
Total Estimated Costs	\$6.0 - \$12.9

Atlanta by the Numbers

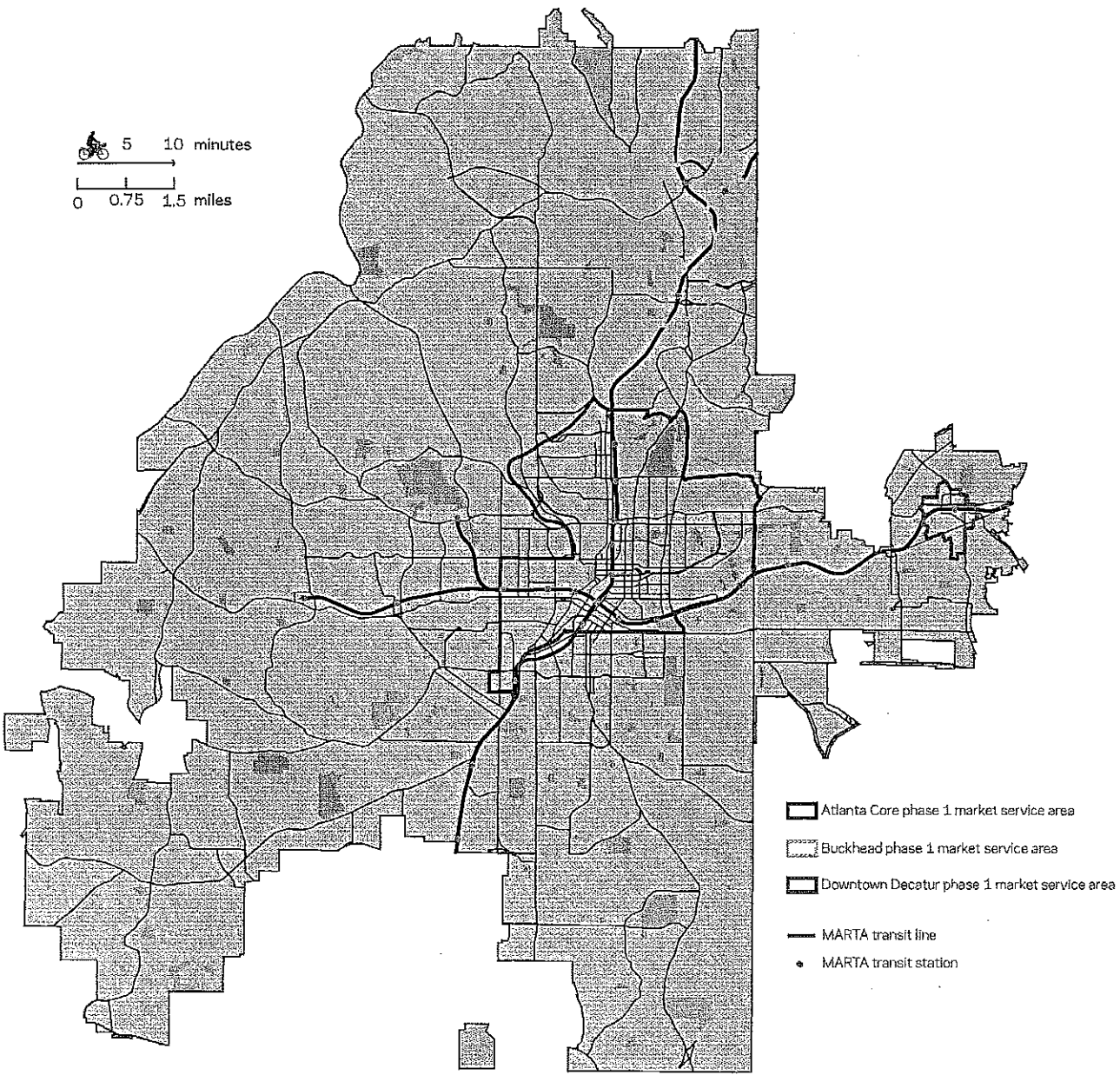
Phase 1 Service Areas - Atlanta Service Areas (Buckhead+Atlanta Core)	
Service Area Population 18-64	86,831
Service Area Employees	222,022
Service Area	13.5 sq mi
Bikes	540
Stations	54
Station Density	4 per sq mi
Estimated Costs Over Six Years	
Estimated Capital Costs	\$1.6 - \$3.5 million
Estimated Operations Costs	\$4.1 - \$8.7 million
Total Estimated Costs	\$5.7 - \$12.3 million

Decatur by the Numbers

Phase 1 Service Areas - Downtown Decatur Service Area	
Service Area Population 18-64	2,127
Service Area Employees	1,833
Service Area	0.6 sq mi
Bikes	30
Stations	3
Station Density	4 per sq mi
Estimated Costs Over Six Years	
Estimated Capital Costs	\$100k - \$200k
Estimated Operations Costs	\$200k - \$500k
Total Estimated Costs	\$300k - \$600k



Proposed Phase 1 Service Areas



What are the next steps?

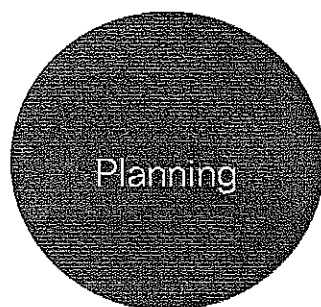
This study provides a menu of options for Atlanta and Decatur to consider and should serve as a guidebook for future decision-making about bike sharing. Each bike share system in operation is unique and has been adapted to meet local transportation goals, community needs and local governance standards.

Moving forward, Atlanta and Decatur should use this study as a starting point to define the type of system desired for the community. There are many decisions and questions that need to be explored further or in more detail before each city implements a bike share system. Some of these questions include:

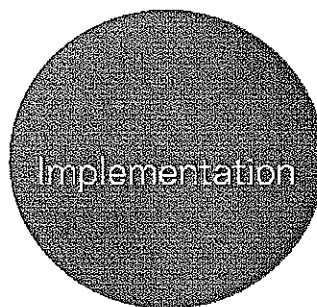
- What are the community goals for bike sharing?
- What type of bike share business model is appropriate for each city?
- Who should own and operate a bike share system?
- How and where should bikes and stations be located?
- What, if any, infrastructure improvements are needed?

Answers to these questions and others should be developed through community conversations and a competitive bidding process with interested bike share vendors. At the end of the day, this study is meant to inform, educate and start a community dialogue about bike sharing and the future of transportation in Atlanta and Decatur.

To help guide next steps in the conversation, the diagram below summarizes the phases of planning, implementation and performance assessment that are recommended for a bike share system. This study represents step one of many just in the planning stage. The community will have to decide what the actual next steps are. Whatever direction the conversation goes, the process should be open, transparent and tied to planning precedents in Atlanta and Decatur.



- Host community conversation about bike share
- Develop community goals for bike share
- Select business model
- Identify and secure funding
- Procure vendor and operator
- Consider issues of equity and access
- Consider infrastructure improvements



- Select service hours and seasonal availability
- Program marketing and sustainability
- Address safety and livability considerations
- Develop bicycle redistribution strategy
- Develop theft and vandalism protocols
- Start riding



- Track system performance by analyzing data
- Integrate system with transit network
- Improve bicycle visibility with marketing and education campaigns
- Promote healthy living
- Continue to calibrate system to improve accessibility based on performance, user preferences and community goals

Bike Share Technology Comparison

The two types of bike share technologies analyzed as part of this study are a fixed station system and a flexible station system. The differences between the two types of systems are associated with their technology.

Fixed Station Summary

A fixed station system has stations with a variable number of docks and a kiosk at each station location. The locking mechanisms are designed so that a bike needs to be locked to a dock in order to be returned to the system for someone else to use. The kiosks allow members and casual users to access the system, make payments and do other functions.

Other key features include:

- Stations provide predictable locations for users to locate bikes, checkout and return bikes, and sign-up for the service.
- Stations require some construction work to install.
- Anyone with a credit card can sign up to use the service at a station without the use of personal mobile technology, such as a cell phone or smartphone.
- Bikes must be returned and docked at stations to be returned to the system for others to use.

Flexible Station Summary

A flexible station system integrates most of the enabling technology into the bike. The locking mechanism is integrated into the bike so they can use standard bike racks rather than more expensive docks. Access to the system is managed exclusively with mobile technology, such as a cellphone or smartphone, rather than a kiosk.

Other key features include:

- Bicycles can be returned anywhere within specified drop-off areas, which offers a greater diversity of areas to return bicycles.
- The system requires no construction work for stations, other than the installation of standard bicycle racks.
- Anyone with a mobile device, such as a cellphone or smartphone, can use the service.

Major Differences and Trade-offs

The two main differences between the technologies is how users access the system and signage. These differences impact how the systems are installed and how customers interact with the service.

In terms of access, fixed station systems with kiosks allow anyone living or visiting an area with bike share to walk up to a station and sign-up to use the system at that moment. This is an important feature because it supports the spontaneity of bike share. Additionally, it increases the convenience of signing up for casual users, which are often a significant revenue source for bike share systems.

By comparison, the flexible station model analyzed depends exclusively on customers' mobile technology to access the system. Additionally, the model requires users to sign-up online and establish an account before using the system. The requirement adds an extra step before customers can begin using the service.

Another component of access is the physical location of bicycles. Fixed stations, by design, require bikes to be checked-out and returned at specific points and locked to a dock. This design feature reduces the flexibility of where bikes can be accessed or returned, but it also increases the predictability of where bikes are located. This predictability can improve the convenience of locating bikes for customers and operators.

With flexible stations, locating and returning bikes offers greater flexibility for users. Without the requirement to return a bike to a dock, flexible station bikes can be locked to any street furniture within the designated drop-off zone. While this can be convenient at the end of a trip for customers, it also carries the potential that bikes are scattered. This scattering can complicate retrieval of bikes for customers and operators.

The signage considerations are related to user information, visibility and advertising capacity. With a fixed station system, components of the station include a kiosk and map frame. These features create space for important user information, such as a system map and safety information. These features also increase visibility for users to identify stations while riding or to attract casual users, such as tourists. In terms of advertising, the added surface area provided by kiosks and map frames provides additional space for advertising revenue. For the purpose of this study, the cost of map frames were included for both systems.

It is important to note that flexible stations can incorporate some of the access and signage features of fixed stations in order to improve visibility and access. However, these accommodations will likely increase costs associated with a flexible system and the stations will begin functioning more like fixed station systems than purely flexible station systems.

Cost Comparison

These technology differences are reflected in the estimated costs developed as part of this report. The estimated cost for a flexible station system is \$6 million dollars and \$12.9 million dollars for a fixed station system. These figures include estimated capital and operational costs over six years for the proposed phase 1 service areas.

Flexible station systems are able to reduced costs by incorporating many of the fixed station features into the bike itself. While flexible station models can reduce costs because of their technology innovation, there are trade-offs associated with meeting user needs. These trade-offs should be considered when selecting a bike share vendor and technology. For more on the differences in technology and their estimated costs, please see the *Paying For Bike Share* chapter of this report.

Selecting Bike Share Technology

Given the bike share technology considerations, it is recommended that the cities of Atlanta and Decatur define the system components desired for their bike share service and include the technology requirements as part of a solicitation for interested bike share vendors and operators. This type of approach will ensure both cities get a system based on their needs rather than allowing a particular vendor or technology define the type of system to be used. More information about using a solicitation process is below, included in the table on the following page and in the *Recommendations* chapter of this report.

Selecting a Vendor and/or Operator

The bike share industry has grown exponentially over the past five years in the U.S., and there are now more operators and vendors to choose from. Five years ago, there were one or two vendors and operators capable of providing a bike share system at the city-wide scale. Today, there are several vendors and operators to choose from including viaCycle, which was developed locally at Georgia Tech.

This diversity of vendors and operators means that the cities of Atlanta and Decatur have more options when developing a bike share system. To take advantage of this diversity and the advancements in technology, it is recommended that both cities select a vendor and/or operator through a competitive bidding process. This process can be done jointly or separately.

Most cities use what is referred to as a Request for Proposal (RFP) or Request for Qualifications (RFQ) based on that nature of what is being requested. With either procurement approach, the owner of a contract, in this case one or both cities, issues a formal statement asking interested bidders to submit a proposal. The cities then select the best proposal from those submitted to provide bike share services.

An RFP or RFQ for bike share should include information provided by Atlanta and Decatur and a request for information to be provided by proposers. The table on this page provides a summary of the types of information that should be provided by the owner and the type of information that should be requested from the proposers. Additionally, the *Recommendations* chapter of this report provides more detail about what to include in a call for bids.

Example Bike Share Request for Proposal Components

RFP Segment	Component	Example Information and Language
Information to be provided by the City	Recommended Bicycle Components and Station	The bicycle design should include the following: Step-through frame; adjustable seat; front basket; high stability kickstand; heavy-duty material; chain guard; bicycle bell; secondary lock; disc brakes; lights (automatically activated); fenders; multiple gears; puncture resistant tires, etc. Bicycle-specific parts (non-interchangeable with other bicycles) Other theft/vandalism deterring methods (GPS tracking, etc.)
	Overview of Program Scope	Program scope information should include: Size of service area; Phasing; Amount of bicycles/stations
	City's Provision of Right-of-Way	Example text: The City will assist in the provision of public space in order to site bike share stations. The City will maintain all rights to determine appropriate siting of the stations.
	Required Hours of Operations	Example text: The system will operate 365 days a year, 24 hours per day. The system must be able to completely shut down should weather or other incidents require its closure.
	Specific Performance Standards	Example text: 95% of bikes must be operational at all times. The operator is required to share data regarding the usage of the system, as outlined in the RFP. Any vandalism to the system must be remediated by the operator within a specific time period. Distribution standards for stations and bicycles will be set between the operator and the City i.e. percentage of time station spent full/empty, etc.
	Outlined Contract Incentives and Adjustments	Specify revenue sharing or specific incentives for private operators to provide appropriate accessibility and mobility for users. Reserve the right to adjust the contract in the future in terms of expansion, termination, etc.
	Required Operator Qualifications	The City should include specific requirements for vendor experience in mobility services and customer service.
	Provision of Important Reference Documents	The City should provide documents that describe the service areas and document other important information needed to develop a response to an RFP including: Feasibility study information; Maps of existing bicycle infrastructure, transit service, proposed target implementation zones, and other relevant data; GIS data as needed
	Implementation Targets	The City should outline specific targets for implementation such as: The desired timeline for implementation should be within 6 months of the awarding of the contract.
	Maintenance Plan for Bikes and Stations	The proposal should provide an outline for frequency of repairs and tune-ups
Information to be provided by respondents	Plan for Bike Redistribution	Will a vehicle be needed? How many people will be employed?
	Method of Data Collection and Sharing	Operator must provide the performance information to the city on a monthly basis such as: Vehicle miles traveled (per bicycle); Number of trips and duration; number of customers per membership types; Number of bikes in fleet at the end of each month; Etc.
	Comprehensive Marketing/Branding Plan	The proposal should include the administration of an annual customer/user survey.
	Detailed Financial Plan	The financial plan should include elements such as: Estimated capital and operational costs; Estimated usage rates; Charging scheme and fee structure (including deposits for bicycles); Revenue projections, including user revenue, advertising, etc.; Value of assets; Infrastructure replacement costs
	Details of Equipment and Infrastructure	Accurate and specific details about system infrastructure should be provided such as: Bikes and locking mechanism; Customer interface; Back-end system/Call center; Website
	Theft and Losses	Example Request: A detailed and straight forward plan for combating theft must be outlined. A detailed plan for dealing with theft and major vandalism must also be outlined, as well as potential costs incurred.
	Plan for Liability/Insurance Coverage	The liability and insurance coverage should address indemnification for the city and operator.
	Incorporation of Innovative Design/Operational Features	Example Request: Integration with existing transit service is a highly desirable feature for the bike share system. A modular system that requires minimal digging and tie in to utilities is highly preferred. A comprehensive plan for educating users is highly desirable. The ability to provide access to low-income residents is highly desired and alternative payment and deposit options should be considered.

Source: Philadelphia Bikeshare Concept Study, 2010

EXHIBIT B

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or **"Parties"** means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

EXHIBIT C
AUTHORIZING LEGISLATION

EXHIBIT D
CITY SECURITY POLICIES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

May 16, 2013

RE: Project No.: FC - 6605, Self Service Bicycle Rental Program (RFP)

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov> and choosing "Title 53-Rental and Leasing Services" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

CITY OF ATLANTA

SMALL BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the proponent's bid submission.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum
Manager, One Stop Services
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 658-6312**

Small Business Enterprise Goals for this Project

Project No.: FC - 6605, Self Service Bicycle Rental Program (RFP)

The Small Business Enterprise goals for the trade categories listed in this project are:

35.0% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Program Reminders

1. Subcontractor Certification. It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUB Zone firm.
2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: SBE - Small Business Enterprise,

Company Name: _____ Project Name: _____ FC#: _____

Signature: _____ Date: _____

(Please Print Signature)

***Note: COA M/FBE certification or DBE Certification does not count for SBE program goals. Firms Must Be Certified as SBE By COA OCC

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total SBE% _____

(***Note... EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors current certification)

Proponent's Co. Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Signature: _____ Date: _____
(Please Print)

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 658-6312. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone: _____

FORM 4

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This _____ day of _____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Contractor

FORM 5

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-6605 Self-Service Bicycle Rental Program

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta

coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$500,000 each accident
Bodily Injury by Accident/Disease	\$500,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000 per occurrence.**

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

- ☒ All Risk Coverage
- ☒ Operational Testing Coverage included
- ☒ Loss Payee Endorsement

G. Property Coverage

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

H. Payment Bond

Contractor/Consultant shall furnish a Payment Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

PAYMENT AND PERFORMANCE BONDS

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta, Georgia

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address) _____

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 201__, regarding
performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Performance Bond

"City" City of Atlanta, Georgia

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address) _____

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 201__, regarding
performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer